Page 1 of 4

Electronically Recorded Official Public Records

Tarrant County Texas

2/1/2010 3:08 PM

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\$28.00

Suzanne Henderson

Submitter: SIMPLIFILE



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED BY SIMPLIFILE Coleman, Laura Marie

Ву:______

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode:12783

PAID-UP OIL AND GAS LEASE

(No Surface Use)

land, hereinafter called leased premises:

See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>, State of TEXAS, containing <u>0.2210</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcets of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of <u>5 (five)</u> years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

- the amount of any shut-in royalises hereunder, the humber of gross special sonal to be detered curred, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of a (Tive) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

 3. Royalities on oil, gas and other substances produced and saved hereunder shall be paid by Lesses of solicities. Provided that Lesses shall have the confinuing right to purchase such production at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lesses shall have the confinuing right to purchase such production at the wellhead market price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be 25,00% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of all valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or chanvise marketing such gas or other substances, provided that Lessee shall have the confinuing right to purchase such production at the prevailing which purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any time thereafter one or more wells on the leased permisses or lands by cold therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are shut-in or production therefrom is not being sold by Lessee. The producing oil or gas or oth

- to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

 6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion shall not exceed 640 acres plus a plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdicion to do so. For the purpose of the foregoing, the terms "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a
- such part of the leased premises or ratus pooled tracewing shall be reduced to the proposition that Lesson's interest in such part of the leased premises.

 8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

 9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in l

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10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery. Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of well control of the processory for such purposes, including but not limited to geophysical operations, the drilling of well and chose of the control of the substances produced on the leased premises sore, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises sore, the standardor transport production. Lessees may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises sore, the standard of the substances of the partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in winding, Lessees shall bury its pipelines below ordinary glow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessor in which the leased premises or such other lands, and to commercial illines and growing the standard such particles of the standard lands. No leased premises or such other lands, and to commercial illines and growing the leased premises or such other lands, and to commercial illines are such control, the leased premises or such other lands, and to commercial illines are such control, and the substances to be a such particles of the leased premises or such durful production or such control, and the substances of the lease of the leas

17. This lease may be executed in counterparts, each of which is deemed an original and alt of which only constitute one origin

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)	
MOUUTOL M. COLOMON	
Tavra M. Coleman	
- Laura M. Coleman	
LESSOF	
ACKNOWLEDGMENT	
STATE OF TEXAS COUNTY OF	1 41 41
This instrument was acknowledged before me on the day of	ET JOOG BY LAURA M. COLOMAN
SHAWN G. SPRUIELL	
Notary Public, State of Tayas II	Netary Public State of Teyas
My Commission Expires	Notary's name (printed) Notary's name (printed)
September 07, 2011	Notary's commission expires: SERT 7, 2011
ACKNOWLED	·
STATE OF TEXAS	men i
COUNTY OF	
This instrument was acknowledged before me on theday of	, 20, by
	Notary Public, State of Texas
	Notary's name (printed):
	Notary's commission expires:
CORPORATE ACKNO	WLEDGMENT
STATE OF TEXAS	
COUNTY OF day of day of	20 by
acorporation, on behalf	, 20, byof of said corporation.
	Notary Public, State of Texas
	Notary's name (printed):
	Notary's commission expires:
DECORDING INFO	PATATAN
STATE OF TEXAS	RMATION
CIAIL OF ILMO	
County of	
This instrument was filed for record on the day of _	20 at o'dock
M., and duly recorded in	
	-
Book, Page, of the records of this	omce,
B <u>y</u>	
	Clerk (or Deputy)

Page 2 of 3

Page 4 of 4

Exhibit "A" Land Description

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.2210 acre(s) of land, more or less, situated in the J. Condra Survey, Abstract No. 311, and being Lot 16, Block 15, Foster Village Addition, Section 8, an Addition to the City of North Richland Hills, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet 388-116, Page/Slide 12 of the Plat Records of Tarrant County, Texas, and being further described in that certain Special Warranty Deed recorded on 09/26/94 in Volume 11738, Page 749 of the Official Records of Tarrant County, Texas.

ID: 14610-15-16,

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